

Addendum #2 - FCRTA Official Responses to RFP Questions

Fresno County Rural Transit Agency RFP for Operations & Maintenance

MASTER LIST Of Questions & Responses

April 25, 2018

Questions Submitted by MTM/Ride Right

Question Number	RFP Section	Page	Question	Attachments Listing
1	Definitions #11	10	What are the current pull out and return to yard times for each route? The pull out time is 30 minutes before the scheduled start time of a service and the return to yard time is 30 minutes following the end time of a service. Outside of Fresno (where many FCRTA vehicles are stored) all storage yard sites in rural Fresno County are in different locations (see FCRTA system map) that vary in distance from the service areas of their buses. So the 30 minute figure is really an average of the time required and contractors are advised to use their judgement as to what actual times should be based on each storage yard location.	
2	Insurance	13	If FCRTA continues to provide the general liability coverage, will FCRTA pick up the loading/unloading exposure? The loading/unloading exposure is part of the general liability coverage.	
3	Tentative Selection Schedule	21	With the contractor being required to provide a facility and a maintenance shop, we would recommend more than the currently projected 30-day implementation. Would FCRTA be amenable to an extension of the go-live date? FCRTA would consider an extension of the "go-live" date from 60 to 90 days. FCRTA considers this extension time to be negotiable and part of all negotiations that FCRTA will conduct with the selected bidder based on their availability and resources.	
4	1.3	28	May proposers include the completed Forms 1.6 and 1.7 between Form 1.5 and Form 1.8, Addendum Receipt? Forms 1.6 and 1.7 have now been completed and are available on the FCRTA website.	Forms found on FCRTA website at http://www.ruraltransit.org/documents/ Then choose link "accompanying forms"
5	1.3.1	29	The RFP repeatedly mentions 13 municipal yards that are used for bus storage and fueling only. Will the vehicles used for the contract be housed in one central location or scattered between these 13 locations? FCRTA stores vehicles at one central location (FEOC Maintenance Yard in Fresno) and also stores vehicles at the 13 locations.	
6	1.3.1	29	The RFP indicates that that staff will be required to handle approximately 900 to 1,200 calls per weekday. If possible, will you please break those calls out between reservations and dispatch? Please also include average call handle time, average wait time, and abandon rate. FCRTA is currently compiling data related to your question. Random sampling of phone calls has been recently conducted and this information is in attached files.	BOOKING DATA 3.18.xls FCRTA Dispatch Calls Report.doc
7	1.3.1	29	When does FCRTA anticipate the Central Ops and Maintenance facility being available (projected month and year)? Will FCRTA reimburse contractor for all moving expenses? FCRTA anticipates its new Maintenance/Operations facility being ready by 12/1/18, but it could be sooner. FCRTA will not reimburse contractor moving expenses. FCRTA recommends that the contractor have a "month-to-month" lease for its temporary facility.	
8	2.1.1	35	The contractor pays for all parts with no markup (exact price). Please confirm that the cost for parts is a straight pass through, and those costs should not be included in the bidder's proposals. Correct.	
9	2.1.1	35	Will FCRTA confirm that there will not be any fuel tanks that contractor will be responsible for? Yes, there will be no fuel tanks used. FCRTA only uses fuel cards for fueling.	
10	2.2.2	39	Will FCRTA make any vehicles available to an incoming contractor to perform the necessary training during the transition period? If yes, how many and what type? Yes, vehicles will be available for each of the 25 separate FCRTA services. Contractor will have use of vehicles in all sizes that FCRTA uses, however the contractor will be responsible for fueling of all vehicles used.	
11	2.4.2	44	Please provide all bidders with the history of major component replacement and repair for the provided fleet over the past 12 months. For the past 12 months there was only one major component replacement (Transmission) that took place on one vehicle (#147, 2013 Chevy Arboc) of the FCRTA fleet.	
12	2.4.2	44	Does FCRTA have any remaining or extended warranties that apply to the provided fleet? Only six FCRTA vehicles (4 2016 Zenith Electric Vans and 2 2016 Ford Champion Buses) have remaining warranties.	
13	2.9.8	50	Please provide the amount of liquidated damages (and what categories those damages were assessed to) for each month over the past year that were charged to the current contractor. There was only one occurrence of liquidated damages over the past year. It was for late billing reporting. The amount of liquidated damages was \$4,800. FCRTA does not provide incentives or bonuses to contractors.	
14	Proposal Forms 1.2 & 1.3	205-206	These forms both include 2,008.80 for Rural Transit and 1,984 hours for San Joaquin Transit. Should these be included on both or one? Both Rural Intra-City Transit and San Joaquin Intra-City Transit are supposed to be only in Proposal Form 1.3. Both of these Proposal Forms have been revised and are available on the FCRTA website.	Forms found on FCRTA website at http://www.ruraltransit.org/documents/ Then choose link "accompanying forms"
15	Proposal Form 1.3	206	This form includes 416 hours for Kingsburg Transit on Saturday. These hours are not included on Proposal Form 1.1. Should those be included? Yes, they should be included. In addition, Proposal Form 1.5 does not include 416 hours for Reedley Intra-City Transit on Saturday (operated by the City of Reedley with one FCRTA vehicle) and these hours should be included in Proposal Form 1.5.	
16	Miscellaneous	N/A	Does FCRTA anticipate service hour levels to increase/decrease year over year? Over time, service hour levels are expected to increase due to route/service additions that are dependent on the number and type of services being added.	

17	Miscellaneous	N/A	Please clarify if rates provided are for all years, or if they are to be adjusted year over year? If rates do not adjust, is that only for the base term or for the base term plus option years? Rates can be provided either way a contractor chooses. It is solely up to the contractor to decide whichever method they want to either group or not group contract years for their cost proposal.	
Questions Submitted by First Transit				
Question Number	RFP Section	Page	Question	Attachments Listing
18	Definitions #13	10	Please clarify if billable time continues past scheduled hours on the last trip due to exterior factors (traffic, weather, incidents, etc.). No, however any exceptions to this must approved by FCRTA prior to start of service time.	
19	Definitions #14	10	For dial-a-ride service, please clarify if revenue hours begins at the first pick-up, even if that pick up is a no show. Yes, however there needs to be coordination between dispatch and drivers because of FCRTA's automated dispatching system and that the "no-show" must be documented in EZ Rides to justify billable time.	
20	Definitions #27	11	Does the FCRTA have any requirements regarding non-revenue support vehicles? Type, number, age limit, fuel type. How many are currently being supplied by the contractor? FCRTA has no requirements regarding non-revenue support vehicles. While a small number of non-revenue support vehicles are supplied by the contractor, FCRTA advises that a new contractor should evaluate their needs for support vehicles and budget accordingly.	
21	Definitions #28	12	Please provide the addresses for each of the 13 different municipal corporate yards/fueling areas. Please provide the number of revenue vehicles for each of the following by corporation yard; parked/stored, fueled, maintained. The addresses of each of the 13 municipal yards/fueling areas and storage areas is provided in an attached document. Pages 198-200 of the RFP show the number of revenue vehicles that are stored in each location outside of Fresno.	FCRTA Maintenance Yards.doc
22	Definitions #38	13	EZ Rides - Do the customers have access to a Mobile App for real-time service information or trip requests? No. Does FCRTA have plans to add additional Synchronomatic modules to the system? Yes, at a time to be determined in the future.	
23	Definitions #38	13	Synchronomatic Software: Please indicate whether these products are hosted by the FCRTA, the software manufacturer or if Contractor would be required to provided hosting services. Synchronomatics Software is hosted by Synchronomatics on a cloud. Per agreement with Synchronomatics, FCRTA owns the Software and pays the annual maintenance fee for the Software.	
24	Tentative Selection Schedule	21	Request an extension to allow for Contractors to find a facility, develop staffing schedules and headcounts, etc. FCRTA would consider an extension of the "go-live" date from 60 to 90 days. FCRTA changed the RFP recently (to be shown in addendum #3) which effectively adds at least 30 days to the start up date. But keep in mind that FCRTA considers this extension time to be negotiable and part of all negotiations that FCRTA will conduct with the selected bidder based on their availability and resources. Also, FCRTA could locate to an interim facility until the contractor locates one or FCRTA constructs its own facility.	
25	1.3	28	The 2nd to last bullet point for Proposed Format notes Appendix C is the current CBA. Please confirm this is just a reference and not a requirement to submit a union CBA since that would be negotiated after contract award. Yes, this is just a reference and not a requirement. This would be a post-award activity.	
26	1.3.1	30	During the transition, how many vehicles will be made available to the incoming contractor to perform training? Yes, vehicles will be available for each of the 25 separate FCRTA services. Contractor will have use of vehicles in all sizes that FCRTA uses, however the contractor will be responsible for fueling of all vehicles used.	
27	1.3.3	32	Please clarify how Hourly Rates for contract years 2 through 7 will be calculated. Please clarify is the following sentence implies that the initial rate provided on the Price Forms will be the same rate with no increased for the full term of the contract; base term and possibly option years. - "The firm fixed-rate per hour shall remain unchanged during each Fiscal Year of the agreement." Hourly rates are to be provided per bid form, per fiscal year. Contractor can choose to include different rates for different fiscal years, and/or different rates for different bid forms. FCRTA does not anticipate rates to remain unchanged for the entire term of the agreement, but is amenable to this.	
28	1.3.3	32	Please provide Proposed Budget Forms for each of the contract years. The Staffing forms (Form 1.6 and Form 1.7) include all seven years however the pricing forms only include the initial first year. The appropriate forms are now available on the FCRTA website at www.ruraltransit.org	Forms found on FCRTA website at http://www.ruraltransit.org/documents/ Then choose link "accompanying forms"
29	1.3.3	32	Please clarify the following statement. As an example, can FCRTA elect to only hire the contractor for the Sanger Transit services and no others? No. Or, will all services listed on Proposal Form 1.1 be operated by the same contractor allowing for spreading overhead costs over the various services? Yes. "Bids should be constructed so that FCRTA may choose which services (if any) to obtain elsewhere and remove from the contract resulting from this RFP and maintain CONTRACTOR pricing for all remaining services as bid in Proposed Budget Cost Forms 1.1-1.5." FCRTA expects that the cost rate to operate an individual subsystem service will remain constant within each fiscal year (regardless of type of service) throughout all the subsystems covered in a bid form (1.1 for example) but these cost rates for subsystems covered in a different bid form (1.2 for example) could be higher or lower in bid form 1.2 versus the costs listed in bid form 1.1 (for example).	
30	2.1	34	Revenue Hours - Please clarify whether driver layover time is billable or non-revenue time. Example - Orange Cove route - Leave Orange Cover 7:00am arrive Fresno 8:43am, 77 minute layover until 10:00am depart Fresno. Arrive Orange Cove 11:43am with 62 minute layover until 12:45pm depart OC. Arrive Fresno 2:28pm with 77 minute layover until 3:45pm depart Fresno. Companies need to pay for all driver time which will have to be built into the overall cost of service. These layover times are based on schedules which are beyond the control of contractors. Driver layover time is billable based on published FCRTA schedules as created by FCRTA. But be advised that in the future FCRTA could assign drivers other route service duties during scheduled layover hours or revise schedules to reduce or increase layover times.	

31	2.1.1	35	Please clarify how maintenance costs are charged. Does the 'Vehicle Maintenance' rate per Service Hour on the Proposal Forms include parts and fluids? No. This implies that the contractor will provide parts at direct cost with no markup. Is this as a pass through cost outside the operational and maintenance hourly rates? Yes.	
32	2.1.1	35	Please confirm whether the Contractor is responsible for engine and transmission overhauls for the vehicles? FCRTA is responsible for engine/transmission overhauls (unless contractor employee negligence is found), subject to reimbursement of contractor for contractor work performed or at sublet repair rate without price markup.	
33	2.1.1	35	Please provide the last 12 months history for major component replacement and repair for the Agency provided fleet. For the past 12 months there was only one major component replacement (Transmission) that took place on one vehicle (#147, 2013 Chevy Arbo) of the FCRTA fleet.	
34	2.1.1	35	Are there any remaining warranties for the fleet or provided equipment? Only six FCRTA vehicles (4 2016 Zenith Electric Vans and 2 2016 Ford Champion Buses) have remaining warranties.	
35	2.1.6.d	38	Please provide the deadhead miles and hours and total miles and hours that match with the Revenue Hours and Miles listed. Please provide a full listing by service as listed in the Proposal Forms showing Total Hours next to Total Service Hours currently provided. Requested information provided in attached file.	16-17 System Stats.xls
36	2.3.1	42	Please clarify/confirm that the penalty for replacing a General Manager or Maintenance Manager is the same with or without FCRTA's approval. Replacing a General Mgr/Maintenance Mgr with FCRTA's Approval does not incur a penalty as long as it takes less than one week to replace said Manager. For each week that passes without the replacement Manager being provided, a penalty is incurred regardless of whether FCRTA approved or didn't approve of the replacement of the previous Manager. Such replacement could effect subsequent contract years or agreement.	
37	2.4.2	44	Page 44 notes FCRTA will provide 87 revenue vehicles however Attachment 2 Draft Agreement Article II indicates FCRTA will provide 92 vehicles. Appendix B Fleet List shows 94 total vehicles which included two (2) CNG Service Trucks. Please clarify. The last statement contained in Appendix B is the correct statement.	
38	2.8	47	Hardware: Please describe the manufacturer make and model of any equipment currently in use or planned for use on the vehicles including cameras, safety/security systems, routers, signs, passenger counters, tablets and fare boxes. An inventory list of tablets and an inventory list of vehicle cameras and related equipment is provided in attached files. FCRTA does not use fare boxes.	
39	2.7.2	47	Please provide additional detail for the 900 - 1200 daily call volume, broken down by weekday and Saturday to include hourly levels if possible. Please provide a phone report for a one month period of time by day and hour. Additional phone call details are contained in the attached files.	BOOKING DATA 3.18.xls FCRTA Dispatch Calls Report.doc
40	2.9.8	50	Please provide the total number of Revenue Hours not operated by month for the past 12-month period of time. Please include number of hours by route and by month. This information is provided in the attached file.	Non Operational hours 2017.xls
41	8	57	Please verify that there is no Disadvantaged Business Enterprise (DBE) goal established for this contract and that a good faith effort is not required. This is correct. There is currently no DBE goal/good faith efforts required because the current contractor is a non-profit organization. This requirement would change if a for-profit company is awarded a contract and the FCRTA DBE goal would be the Caltrans Statewide DBE goal. The use of DBEs in this bid and in contract operations is strongly encouraged.	
42	Addendum #1	N/A	Please clarify which date for commencement of service should be use in planning for a transition; July 1st or Aug 1st? Given the quick procurement process a later transition date would allow for a smoother transition especially given a facility must be leased and setup. FCRTA is now planning on an August 1, 2018 commencement of service date. This date is subject to negotiation with the successful bidder.	
43	Addendum #1	N/A	The FCRTA shop tooling provided includes several items that need ongoing preventive maintenance. Please provide the PM schedule for the shop tooling provided and records of that maintenance schedule being followed for such items as the column lifts, the compressor, the tire machine, the fork lift, etc. The PM Schedule will be provided to the winning bidder. The winning bidder should allow for an Annual PM budget of \$5,000. Preventive maintenance costs are reimbursable by FCRTA with submitted receipts since it is FCRTA owned equipment.	
44	Appendix B	156	Please provide additional information on the FCRTA provided fleet to include engine type, current odometer readings, average miles operated per year. Please advise if the contractor is required to provide any items on the bus [fareboxes, radios, MDT, etc]. The requested bus information will be provided in an attached file. FCRTA does not require fare boxes as it does use them. FCRTA will provide radios, cameras and MDTs (Tablets) for its buses.	FCRTA Tablets Inventory as of 4 23 18.xls FCRTA FLEET.xls
45	Appendix C	158	Please provide the Fresno EOC Personnel Policies and Procedures Manual (September 23,2015) notes within the union CBA. In order to provide at least the current level of pay and benefits as required by the RFP Contractors will need to know what the current holiday, vacation, paid leaves and various insurances amounts and programs/policies are. The FEOC Personnel Policies and Procedures are summarized on the FEOC webpage at http://www.fresnoec.org/careers/employee-benefits-and-rewards There are no unfunded employment liabilities, beyond vacation time accrued. Vacation time accrued will be paid out by FEOC at the end of employment should a transition to another contractor occur. FEOC provides two Medical Insurance options to its employees, a PPO and HDHP. Current Employer and Employee Monthly medical insurance premiums are as follows: FEOC provides two medical insurance options to employees, PPO and HDHP. PPO Monthly premiums are paid as follows: individual FEOC pays \$550, employee pays \$115. Family FEOC pays \$1080, employee pays \$255. HDHP Monthly premiums are paid as follows: individual FEOC pays \$550, employee pays \$89. Family FEOC pays \$1050, employee pays \$199. Fresno EOC Retirement: All employees become eligible to participate in the Pension Plan after they have completed two (2) years of service without an intervening break in service and have attained twenty-one (21) years of age. An employee must work at least 1,000 hours during each plan year to qualify for a contribution. Fresno EOC contributes an amount equal to five percent (5%) of each employee's compensation during the Plan Year. Dental Rates: Employee Only-ER Cost \$32, EE Cost \$22.50. Employee plus Family-ER Cost \$76.00, EE Cost \$60.00.	

46	Page 1	Att 2	Notes the desire to contract with Contractor for "alternative fuel refilling equipment installation." Please clarify what Contractor is required to provide/perform for this to properly price this work. FCRTA expects to enter into a separate contract with a CNG fuel vendor in the near future, separate from the work included in this RFP. Once the new CNG Fuel Vendor is in place, FCRTA will negotiate the future of this position and contractors billing rates may be amended.	
47	Attachment 2 Article II. B	66	Is bus washing allowed on the various County facilities available to the Contractor? If so, are there wash pads with water or a drive through vehicle wash large enough for the buses? No, no bus washing takes place at the various Maintenance facilities that FCRTA uses. However, FCRTA is going to construct a new Maintenance Facility that will contain a Bus Wash.	
48	Attachment 2 Article II. B	66	Is bus washing currently contracted out or performed by the current contractor? If contracted out, please provide the vendors name and contact information. No, bus washing is not contracted out. FCRTA pays the City of Fresno (FAX) a per-use rate.	
49	Page 5, Sec J	Att 2	Draft Agreement notes \$5M insurance while the RFP page 13 indicates \$10M coverage. Please clarify. The \$5 million coverage figure is correct. Please provide your cost to provide insurance at both the \$5m and \$10m levels and incorporate it into your proposed hourly rates.	
50	Attachment 7	152	Non-Union Employees -- Please provide current pay rates and benefits taken for the non-union employees so that we can meet the RFP requirement to at a minimum pay current wages. The pay rates of Non-Union Employees will be subject to negotiation with the winning bidder.	
51	Attachment 7	152	Please provide information regarding the current benefits and co-pays for the current employees to include drivers and staff. Please include as many specifics as possible. The FEOC Personnel Policies and Procedures are summarized on the FEOC webpage at http://www.fresnoec.org/careers/employee-benefits-and-rewards There are no unfunded employment liabilities, beyond vacation time accrued. Vacation time accrued will be paid out by FEOC at the end of employment should a transition to another contractor occur. FEOC provides two Medical Insurance options to its employees, a PPO and HDHP. Current Employer and Employee Monthly medical insurance premiums are as follows: FEOC provides two medical insurance options to employees, PPO and HDHP. PPO Monthly premiums are paid as follows: individual FEOC pays \$550, employee pays \$115. Family FEOC pays \$1080, employee pays \$255. HDHP Monthly premiums are paid as follows: individual FEOC pays \$550, employee pays \$89. Family FEOC pays \$1050, employee pays \$199. Fresno EOC Retirement: All employees become eligible to participate in the Pension Plan after they have completed two (2) years of service without an intervening break in service and have attained twenty-one (21) years of age. An employee must work at least 1,000 hours during each plan year to qualify for a contribution. Fresno EOC contributes an amount equal to five percent (5%) of each employee's compensation during the Plan Year. Dental Rates: Employee Only-ER Cost \$32, EE Cost \$22.50. Employee plus Family-ER Cost \$76.00, EE Cost \$60.00.	
52	Proposal Form 1.1	204	CNG Service Tech - Please clarify the role of the CNG Service Tech. Are they a CNG facility/station technician or do they work on the buses? The RFP note that this position would be removed when the CNG station is updated implies they work on the CNG station and not as a mechanic/technician. The CNG Service Tech is currently a contractor employee that services CNG Slo-fill units located at various Maintenance Yards that FCRTA stores vehicles and does not work on vehicles. Once the new CNG Fuel Vendor is in place, FCRTA will negotiate the future of this position and contractors billing rates may be amended.	
53	Proposal Form 1.0	202	The Instructions for completing the Proposed Budget Form indicates contractors "may complete one, all, or any combination' of forms and then goes on to "encourage" bidding on all and then later "also required" to complete each individual form." Please clarify if it is mandatory to bid on all subsystem groups or whether contractors can only submit on those interested. It is mandatory to bid on all subsystem groups within a Bid Form. If a proposer ONLY wants to bid on One service (or group of services listed in a Bid Form), they would fill out (completely) that specific Bid Form. But, if the proposer wants to bid on ALL services, they would fill out ALL Bid Forms--1.1, 1.2, 1.3, 1.4, and 1.5. All bidders should also fill out forms 1.6 and 1.7 for the maximum cumulative staffing totals of services they are bidding on.	
54	Proposal Form 1.5	208	Please clarify and confirm whether contractors rates fro each of the 'optional services' are required to be identical to the other 'optional' services. Yes, if you bid on the optional services, be sure to include additional dispatch and support costs in your hourly bid rate. Maintenance for the 3 Optional Services is currently being provided by FCRTA. Also, please confirm that if 'optional' services are awarded to the contractor, that ALL of the 'optional' services will be awarded and that these services will not be split up with the possible award of only one of the 'optional' services. Confirmed.	
55	Proposal Forms	204-208	Are there duplicate or missing items on the Price Proposal pages? - There is a Kingsburg Transit Saturday line on the 'Intra-City' form that is not on the 'All' form. - The Rural Transit and San Joaquin Transit are included on both the 'Inter-City' and 'Intra-City' form, but only once on the 'All' form. Should these be removed from either Form 1.2 or Form 1.3? There are duplicate/missing items on the Price Proposal pages and these have been corrected and posted on the FCRTA website.	Forms found on FCRTA website at http://www.ruraltransit.org/documents/ Then choose link "accompanying forms"
56	Miscellaneous	N/A	Please provide any other required forms in either Word or Excel. They will be provided as needed or requested.	
57	Miscellaneous	N/A	Does the Agency have a vehicle replacement schedule that can be shared? No, not a formal replacement schedule. Any new buses in the process of being procured for either replacement or expansion? A page in the Powerpoint Presentation made by FCRTA at the Bidders Conference shows information about the 9 vehicles FCRTA plans to acquire in 2018. This Powerpoint Presentation file is attached. It is FCRTA's goal to have an all-electric fleet by 2025.	FCRTA 2018.ppt
58	Miscellaneous	N/A	Please clarify any specifics required relating to phone and data lines needed. Number of lines, data line type (Cable, T-1, TDD, etc.). Currently, the subcontractor has eight dispatching stations that use Fiber optics cable for data & phone lines. It is anticipated that FCRTA will need data/phone lines for 4 dispatching stations. Contractor is required to purchase a 1-800 phone number during the transition.	

59	Miscellaneous	N/A	Please provide copies of the last three months of management reports from the Contractor. The requested information will be provided in an attached file.	November 2017-FEOC Monthly Report.xls December 2017-FEOC Monthly Report.xls January 2018-FEOC Monthly Report.xls
60	Miscellaneous	N/A	Please provide copies of the last three months of invoices from the Contractor. Detailed information for an invoice for one month is provided in an attached file.	December billings.pdf
61	Miscellaneous	N/A	Who handles passenger certifications? Please describe any responsibilities the contractor has for this process. FCRTA has no rider certification process as it does not perform ADA Complementary Paratransit service.	
62	Miscellaneous	N/A	At various times, state, federal, and local governments change laws, rules and regulations which require a company to increase the wages or benefits for the employees that will be employed under this contract. If such an event occurs during the term of the agreement, how will the agency respond for a request for increased compensation. For example, the recent Affordable Care Act legislation significantly affected the level and cost of medical coverage for employees. Since these events cannot be anticipated and the costs are so significant, we need to understand the risk associated with such laws, rules or regulations. Wage & benefit changes/increases would be negotiated the same as overhead and based on the type of services provided and if the proposed changes are reasonable.	
63	Miscellaneous	N/A	Fares - Please describe how fares are handled by drivers, how the fares are picked up nightly from the various yards and how often a deposit is made. Are the fares deposited via armor car or hand delivered to the bank? Instead of using fare boxes, fares are handed directly to drivers who place the money in a pouch. All fares from all FCRTA drivers are then brought back to the contractor transit office in Fresno where all fares are counted and processed. All fares are hand delivered to the bank for deposit to contractor's account with reconciliation and repayment to FCRTA at time on monthly billing to FCRTA.	
64	Miscellaneous	N/A	Please confirm most drivers start their routes/service from one of the 13 corporation yards and not the Fresno operations base. Yes, the majority of FCRTA drivers start their services from one of the 13 corporation yards outside of the City of Fresno.	
65	Definitions #40	13	Facility - Local brokers are noting landlords are looking for 3 to 5 year base lease terms. Does the County have space to provide to a new contractor for the interim period while FCRTA builds the new facility? No, FCRTA does not own/control any facility	
66	Miscellaneous	N/A	Bus Washing - Please confirm most buses are washed at the City FAX bus facility, typically by the maintenance shuttle worker and that the cost of the bus wash is a pass through. Yes, most bus washing occurs at the City FAX bus facility located in Central Fresno, at 2223 G Street, Fresno. This bus washing routinely occurs when buses are deadheading to/from the Central FCRTA Operations Facility on West Nielsen Avenue today, but can be continued (with adjusted DH time/procedures) from whatever location the FCRTA Central Operations Facility is located at.	
67	Termination of Contract	18	Pg. 18 and Agreement Pg. 13 - According to RFP page 18 FCRTA can terminate this contract, in whole or in part, at any time upon 90 days written notice; which is in conflict to the Agreement (page 13) which states that FCRTA can terminate without cause upon ten-days' notice. Request clarification and mutual right to terminate for convenience. Suggest the following language - 'Either party may terminate this agreement for convenience upon 90 days written notice to the non-terminating party.' This conflict is caused by FCRTA's required use of Caltrans' FTA Clauses, which was mandatory to get Caltrans approval of this procurement document. This is an example of the FTA clauses being out of touch. FCRTA suggests this is restated in the Addendum: FCRTA Response: "FCRTA intends to follow the Termination Clause Language of the RFP, allowing 90 days (including 30 days Right to Cure) even though FTA clauses within the sample agreement state a shorter timeframe."	
68	1.1.1	7, 22	Pg. 7, Pg. 22 and Section 1.1.1 -- Request extension periods be mutually agreeable. Suggest the following: 'This Agreement may be extended by mutual written agreement for four (4) additional one (1) year periods, the negotiation process for each extension including the negotiation of new economic terms, to occur on or before April 1 of the preceding year. FCRTA must comply with Caltrans' required language in order to proceed, but fully intends to conduct a new procurement for a new agreement rather than unilaterally exercise option years at originally bid option year pricing. However, FCRTA advises proposers to submit option year rates that they can be held to, in case option years are executed in the future.	
69	Termination of Contract	18	Pg.18 and Agreement Pg. 13 - Request that FCRTA provide at a minimum thirty (30) days to cure any areas of concern. Suggested language:'If either party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement in accordance with the following procedure: The non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the alleged violation. If at the end of such 30-day default notice period, the party notified has not remedied the purported violation, or taken steps to do so, the non-defaulting party may terminate this Agreement as follows: on the first business day following the last day of the 30-day default notice period, the non-defaulting party shall give the defaulting party 15 days' notice of termination. If the non-defaulting party does not provide this 15-day notice of termination, the default notice shall be deemed rescinded.' The following language is proposed to be amended into the Sample contract, Section 11: Right to Cure - "FCRTA, in its sole discretion may, in the case of a 90-day termination for cause, allow Contractor 30 days in which to cure the defect. In such case, the notice of termination shall state the default requiring cure, the time period in which cure is permitted (30 days) and other appropriate conditions."	
70	Miscellaneous	N/A	Suggest adding a Force majeure clause, suggest language similar to: 'In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond Contractor's control, Schools shall excuse Contractor from performance under this Agreement.' The two sections in the RFP (on pages 58 and 76 of RFP) that describe our Force Majeure interpretations ARE indeed our Force Majeure clauses and stand "as is".	
71	Minimum Scope And Limits Of Insurance	15	Request any reference to 'volunteers' be removed. Volunteers are not employees or operators of the Authority/Agency. FCRTA wants to keep the possibility of using volunteers open, therefore it rejects this request.	

72	Minimum Scope And Limits Of Insurance	14	Request the language regarding waiving subrogation be modified. Suggest the following: 'The Contractor waives the subrogation clauses in its insurance coverage only to the extent that covered claims or damages are caused by Contractor's own negligence or willful conduct.' This is subject to negotiation as it involves potential legal counsel in the event there is litigation as a result of negligence or willful conduct by subcontractor and or erroneous litigation or lawsuits.	
73	1.3.2	31	The RFP appears to request naming of all positions. Request that only the General Manager be named with all other positions being identified but not named with the desire/intention to hire current operations personnel. FCRTA only requires the naming of the General Manager position. This is to encourage the hiring of existing operations and maintenance personnel.	
74	Miscellaneous	N/A	Please confirm revenue hours for Intra City services. These services have specified scheduled hours. Example Mendota 7:00am to 5:00pm. The hours for each individual service are shown in the RFP on pages 193-195. Since the services are on-demand please confirm that the billable time is from the start of scheduled service time until the end of the service day less the driver lunch break. Confirmed. Given there may be gaps in service due to low demand the hours drivers are available throughout the day should be billable while they are available for service. Confirmed.	

Questions Submitted by MV

Question Number	RFP Section	Page	Question	Attachments Listing
75	Miscellaneous	N/A	FCRTA provides the Syncromatics EZ Rides AVL/CAD software program for CONTRACTOR use, to manage daily fixed route and demand response services for the various subsystems. As EZ Rides is a paratransit software, is FCRTA providing Syncromatics for fixed route? If no fixed route AVL is provided, is the FCRTA interested in a low-cost GPS solution or a more robust system? FCRTA-provided EZ Rides Software is geared to paratransit but has AVL capability that FCRTA requires the contractor to utilize for fixed route bus location data. However, bidders are encouraged to offer other cost-efficient fixed route AVL software systems that they would like to deploy at FCRTA as an "option" in proposals, but not as part of base bid costs. Desirable feature include tracking of on-time performance, ability to push real-time bus location data and alerts to the riding public, etc. Furthermore, budget line items are subject to audit by FCRTA so software should not be included as a line item. If bidders are proposing software enhancements to EZ Rides this software should be an in-kind cost or no cost to FCRTA, and not a pass through cost.	
76	Miscellaneous	N/A	Please provide invoices for the last 6 months. A detailed Contractor Invoice is provided in an attached file.	December billings.pdf
77	Miscellaneous	N/A	Please provide detail of current benefits offered to employees (medical, dental, retirement, etc.) and current participation rates. The FEOC Personnel Policies and Procedures are summarized on the FEOC webpage at http://www.fresnoeoc.org/careers/employee-benefits-and-rewards There are no unfunded employment liabilities, beyond vacation time accrued. Vacation time accrued will be paid out by FEOC at the end of employment should a transition to another contractor occur. FEOC provides two Medical Insurance options to its employees, a PPO and HDHP. Current Employer and Employee Monthly medical insurance premiums are as follows: FEOC provides two medical insurance options to employees, PPO and HDHP. PPO Monthly premiums are paid as follows: individual FEOC pays \$550, employee pays \$115. Family FEOC pays \$1080, employee pays \$255. HDHP Monthly premiums are paid as follows: individual FEOC pays \$550, employee pays \$89. Family FEOC pays \$1050, employee pays \$199. Fresno EOC Retirement: All employees become eligible to participate in the Pension Plan after they have completed two (2) years of service without an intervening break in service and have attained twenty-one (21) years of age. An employee must work at least 1,000 hours during each plan year to qualify for a contribution. Fresno EOC contributes an amount equal to five percent (5%) of each employee's compensation during the Plan Year. Dental Rates: Employee Only-ER Cost \$32, EE Cost \$22.50. Employee plus Family-ER Cost \$76.00, EE Cost \$60.00.	
78	Miscellaneous	N/A	Please provide any applicable amendments and MOUs to the CBA that were not included in the RFP document. There are no additional amendments or MOUs to the current CBA.	
79	Miscellaneous	N/A	Regarding 49 U.S.C. 5333(b) under the Federal Transit Act (also referred to commonly as "13c"): Please confirm that there are no outstanding employer liabilities that would carry over from the current contract to the new Contractor that proposers would need to account for in costs. As an example, in some cases there are underfunded pension programs that would cause a financial concern. Information received from current contractor (FEOC): "There are no other Employer Liabilities, such as unfunded pension liabilities. Pension funds are deposited in each participant's account at TransAmerica, which all employees control themselves. We do have a liability for accrued vacation which we will pay the employees the moment they leave. We don't pay for sick leave balances. No other liabilities."	
80	2.1.6.d	38	Please provide revenue, deadhead and total hours and miles for the last three (3) years, by route or type of service. One year of this information has been provided in an attached file.	16-17 System Stats.xls
81	2.1.7	38	Please provide the daily Weekday and Saturday revenue hours for each service. This information is provided on pages 193-195 of the RFP. One hour is subtracted from hours listed to account for lunch.	
82	2.1.6	37	Please provide the Weekday and Saturday pullouts for each service. The pull out time is 30 minutes before the scheduled start time of a service and the return to yard time is 30 minutes following the end time of a service. Outside of Fresno (where many FCRTA vehicles are stored) all storage yard sites in rural Fresno County are in different locations (see FCRTA system map) that vary in distance from the service areas of their buses. So the 30 minute figure is really an average of the time required and contractors are advised to use their judgement as to what actual times should be based on each storage yard location.	
83	2.1.6	37	Please provide the number of peak vehicles during Weekdays and Saturday for each service. This information is provided on pages 193-195 of the RFP.	
84	Miscellaneous	N/A	Please confirm if computation of revenue hours starts at the first pickup even if the first pickup is a no-show. Yes, however there needs to be coordination between dispatch and drivers because of FCRTA's automated dispatching system.	

85	Miscellaneous	N/A	Please confirm if PCAs and other guests are billable. Transit services provided to any category of passenger during revenue service hours is billable. Regarding PCAs/Guests, they typically ride without fare however regulations slightly differ between the fixed route services and the demand response services.	
86	Miscellaneous	N/A	Please provide a fleet replacement plan. A formal fleet replacement plan is not available. How many vehicles of each type does FCRTA plan to replace in each year of the contract? A page in the Powerpoint Presentation made by FCRTA at the Bidders Conference shows information about the 9 vehicles FCRTA plans to acquire in 2018. This Powerpoint Presentation file is attached.	FCRTA 2018.ppt
87	Miscellaneous	N/A	Is a performance bond required? Yes, proposed performance bond is included in Addendum #3.	
88	Miscellaneous	N/A	Is a bid bond required? No.	
89	Miscellaneous	N/A	Please provide the amount of liquidated damages assessed for the last twelve (12) months. There was only one occurrence of liquidated damages over the past year. It was for late billing reporting. The amount of liquidated damages was \$4,800. FCRTA does not provide incentives or bonuses to contractors.	
90	Miscellaneous	N/A	Will vehicles be made available for startup and training purposes? Yes, vehicles will be available for each of the 25 separate FCRTA services. Contractor will have use of vehicles in all sizes that FCRTA uses, however the contractor will be responsible for fueling of all vehicles used.	
91	Miscellaneous	N/A	Does the FCRTA have any requirements regarding support vehicles? (Type, number, age limit, fuel type) How many are currently being supplied by the FCRTA and how many are supplied by the contractor? FCRTA has no requirements regarding non-revenue support vehicles. While a small number of non-revenue support vehicles are supplied by the contractor, FCRTA advises that a new contractor should evaluate their needs for support vehicles and budget accordingly.	
92	Miscellaneous	N/A	Please provide the historical maintenance cost per mile (CPM) for both revenue and non-revenue vehicles. FCRTA has no such statistic.	
93	Miscellaneous	N/A	In order for proposers to accurately project required staffing and deadhead, please provide the following information (in an Excel or comparable electronic format) for a typical, non-holiday weekday, and a typical Saturday. Please refer to organizational chart to staff/operate transit service.	
93.a	Miscellaneous	N/A	Scheduled pick-up times for each trip. Service demand varies greatly by individual subsystem due to number of routes and vehicles. Synchronatics EZ Rides software will provide new contractor with this specific data once system is deployed with new contractor.	
93.b	Miscellaneous	N/A	Pick-up and drop-off addresses (or latitude/longitude data) for each trip. Service demand varies greatly by individual subsystem due to number of routes and vehicles. Synchronatics EZ Rides software will provide new contractor with this specific data once system is deployed with new contractor.	
93.c	Miscellaneous	N/A	Number of passengers for each trip (broken down by riders, PCAs and companions). Service demand varies greatly by individual subsystem due to number of routes and vehicles. Synchronatics EZ Rides software will provide new contractor with this specific data once system is deployed with new contractor.	
94	Proposal Form 1.6	209	Should Proposal Form 1.6 include staffing for optional services? No.	
95	Proposal Forms 1.1, 1.2, 1.3, 1.4	204-207	Should the combined hours from Proposal Forms 1.2 + 1.3 + 1.4 equal the hours on Proposal Form 1.1? The combined hours equal 77,942 vs. 73,533.20 shown on Proposal Form 1.1. Yes, those 3 forms are supposed to equal Form 1.1. These forms have now been revised and now equal Form 1.1. All Proposal Forms have been revised and are now available on the FCRTA website.	Forms found on FCRTA website at http://www.ruraltransit.org/documents/ Then choose link "accompanying forms"
96	Proposal Forms 1.2, 1.3	205-206	San Joaquin Intra-City with 1,984 hours is listed with the same hours on Cost Proposal 1.2 Inter-City and 1.3 Intra-City. Should this be removed from the 1.2 Inter-City Cost Proposal? Yes, San Joaquin Intra-City should be removed from Form 1.2. Form 1.2 has been revised and is available on the FCRTA website.	Forms found on FCRTA website at http://www.ruraltransit.org/documents/ Then choose link "accompanying forms"
97	Proposal Forms 1.2, 1.3	205-206	Rural Transit with 2,008.80 hours is listed with the same hours on Cost Proposal 1.2 Inter-City and 1.3 Intra-City. Should this be removed from one of the detail forms? Rural Transit should be removed from Form 1.2. Form 1.2 has been revised and is available on the FCRTA website.	Forms found on FCRTA website at http://www.ruraltransit.org/documents/ Then choose link "accompanying forms"
98	Proposal Forms 1.1, 1.2, 1.3, 1.4	204-206	Kingsburg Intra-City with 416 hours shown on Cost Proposal 1.3 is not listed on Cost Proposal 1.1. Kingsburg Saturday service has now been listed on Form 1.1. Form 1.1 has been revised and is available on the FCRTA website.	Forms found on FCRTA website at http://www.ruraltransit.org/documents/ Then choose link "accompanying forms"
99	2.1	35,38	RFP page 35 states to use 73,897 for Core hours and 14,108 Maintenance hours. RFP Page 38 shows annual estimated 75,449 Core hours. This is different than the hours listed on the Proposal Forms. Please clarify the correct hours to be used for these services. The figures within the Bid Forms are correct.	
100	2.1.6.d	38	RFP Page 38 states maintenance hours of 1,763 for three (3) optional systems. Should these hours be added to Proposal Form 1.5? No, the service bidded for on Form 1.5 is solely for transit operations in the 3 separate cities. FCRTA Maintenance covers ALL vehicles for all subsystems, including those subsystems operated by a City (Coalinga, Kerman, Reedley).	
101	Definitions #11	10	RFP Page 10 number 11 states that deadhead includes "vehicles leaving or returning to the garage or yard facility, or when there is no expectation of carrying revenue passengers between revenue timepoints, but does NOT include any costs for providing driver reliefs, shift changes, shuttling vehicles to off-site fueling, driver sign-on/sign-off, etc." Please clarify if all of these activities are included in the deadhead definition. The definition appears to state that deadhead is only time to and from garage, and does not include relief, shift change, etc. Yes, all these different forms of deadhead are included in the FCRTA definition of "deadhead" and will NOT be paid by FCRTA. All proposers should calculate these hours and costs into their bid models and adjust their all-inclusive "revenue hour rate" to include all these costs plus overhead, fixed costs, profit, etc into a single billing rate for each service group on the bid forms.	

102	2.1.1	35	RFP Page 35 states "The CONTRACTOR must obtain and keep current all required licenses and permits to operate in the Fresno County Rural Transit Agency (FCRTA) service area within the scope of this contract service." Does the contractor or the FCRTA pay for annual vehicle licenses costs? The only applicable business licenses are for each City where transit operations occur and these are very minor costs.	
103	2.1.6.c	38	RFP Page 38 states "The CONTRACTOR from time to time will be required to provide special event and marketing-related services." Please provide an approximate annual number of hours for these services. At this time special events/marketing-related services are fairly minimal. Approximately 24-30 hours per year are performed by the current contractor.	
104	Attachment 7	152	Attachment 7: Approximately how many of the current drivers are Part-Time? Current contractor (FEOC) reports that the FCRTA requires 28 Full-Time and 4 Part-Time operators. At this point, 21 Full-time operator positions are filled, with 7 full-time and 4 part-time positions vacant.	
105	Appendix B	156	Appendix B: What do the vehicles highlighted in yellow represent? Highlighted vehicles indicate those primarily used in regular service.	
106	Appendix B	156	Appendix B: Please provide the mileage and estimated replacement date for the vehicles. The latest mileage information for FCRTA fleet vehicles is in the attached file.	FCRTA FLEET.xls
107	Miscellaneous	N/A	Please confirm that there is no DBE goal for this procurement and that a Good Faith Effort is not required. There is currently no DBE goal/good faith efforts required because the current contractor is a non-profit organization. This requirement would change if a for-profit company is awarded a contract and the FCRTA DBE goal would be the Caltrans Statewide DBE goal. The use of DBEs in this bid and in contract operations is strongly encouraged.	
108	Miscellaneous	N/A	Please clarify if FCRTA will cover all costs for the relocation of shop equipment to the contractor's new facility, or if contractors should include those costs in their pricing. FCRTA will not cover costs associated with relocation of shop equipment from the current FEOC location to the new contractor's temporary facility, nor from said temporary contractor facility to the eventual FCRTA-provided Central Operations and Maintenance Facility (which is expected to occur sometime during the base years of this agreement). In fact, Maintenance hourly rates would need to be re-negotiated once Maintenance operations are moved to the new FCRTA Maintenance facility.	
109	Miscellaneous	N/A	Please clarify if FCRTA will cover the costs of replacing any FCRTA-provided equipment, such as headsigns, cameras, shop tools, etc. FCRTA will consider any reasonable request for the purchase of replacement shop equipment on a case-by-case basis.	
110	Miscellaneous	N/A	Please provide addresses for the thirteen (13) municipal yard locations. Please include a description of each municipal yard to include amenities, break rooms, restrooms, and fueling. Addresses of 13 municipal yards are in an attached file. Fueling takes place at all yards except Coalinga and Fowler. All of the yards have restrooms except Firebaugh. Most yards have breakrooms except Coalinga, Fowler, Parlier, and Reedley.	FCRTA Maintenance Yards.doc
111	Miscellaneous	N/A	Will any of the fixed route vehicles use alternative fuels? If so, do proposers need to modify schedules to accommodate fueling or vehicle limitations? All but one of the regular fixed route vehicles use CNG fuel. There are no vehicle limitations or modifications of schedules because FCRTA has several sites for CNG fueling throughout Fresno County and a very high spare bus ratio (of ready, fueled-up buses). But be advised that this system of CNG fueling has the potential to result in limitations and modifications of schedules if proper fueling procedures are not followed by drivers.	
112	Miscellaneous	N/A	Regarding FCRTA GTFS files from 12-15-2017: When was the last schedule change for the services? The last schedule change was prior to December 2017. The schedules in the current operations contract are the most current. Can proposers use the 12-15-17 files for this runcut/roster? No.	
113	Miscellaneous	N/A	Please provide the current bid and daily paddles. FCRTA is providing the shift bid forms used by FEOC and they are attached. FCRTA has requested more detailed "paddles" but was told by FEOC that they have never used paddles. This is an issue that the winning bidder will need to discuss with the Union during the transition period.	FCRTA Maintenance Bids.xls FCRTA Cut A Way Bus Routes.xls FCRTA Large Bus Bid.xls
114	Miscellaneous	N/A	INSURANCE - FCRTA Provides Coverage: Would the FCRTA please consider adding the following language? Additional Insured: The General Liability and Auto Liability policy(s) maintained by FCRTA are to contain, or be endorsed to name CONTRACTOR, its officers, appointed and elected officials, agents, volunteers, and employees as Additional Insured as respects the liability arising out of the activities performed in connection with this Contract. The coverage shall (a) be primary with respect to any insurance or self-insurance programs maintained by CONTRACTOR; (b) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and (c) contain Standard Cross-Liability provisions. Such additional insured endorsements maintained by the FCRTA and its SUBCONTRACTORS shall not be required to provide coverage for CONTRACTOR for the sole active negligence of CONTRACTOR. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to CONTRACTOR by the FCRTA. This language is requested if FCRTA is providing General Liability and Auto Liability insurance for the Contractor. No, this is subject to bid award and Legal Counsel/Insurance Provider consultation with FCRTA. FCRTA prefers that bidder provide insurance coverage.	
115	Miscellaneous	N/A	MINIMUM SCOPE AND LIMITS OF INSURANCE, Contractor Provided: Would the FCRTA please consider deleting the language "owner's and CONTRACTOR's protective"? This coverage is written on a different policy form and would require coverage specific to this agreement which would be difficult to obtain in the insurance market. FCRTA will consider this and will need to confirm if contractor is providing its own insurance coverage. This issue is subject to negotiations once contract is awarded.	
116	Miscellaneous	N/A	MINIMUM SCOPE AND LIMITS OF INSURANCE, Contractor Provided: Would the FCRTA please consider replacing "All Risk Physical Damage Vehicle Insurance - Stated Value" with the proposed language "All Risk Physical Damage Vehicle Insurance - Actual Cash Value"? As actual cash value is the industry standard, retaining this provision would increase costs to the FCRTA. No, FCRTA has a \$2,000 deductible on physical damage.	

117	Miscellaneous	N/A	MINIMUM SCOPE AND LIMITS OF INSURANCE, Contractor Provided: Would the FCRTA please consider replacing "In addition FCRTA shall be named as an additional Loss Payee under any policy of Property and Vehicle Insurance" with the proposed language "FCRTA shall be included as a loss payee as their interest may appear for the All Risk Physical Damage policy."? Loss payee is the correct term as it relates to All Risk Physical Damage coverage. FCRTA will consult with its Insurance Provider. This is subject to whether winning bidder provides insurance.	
118	Miscellaneous	N/A	Price Adjustment: Would the FCRTA consider including a provision that provides for price adjustments if Contractor's costs increase as a result of (i) changes to the scope of work / service hours requested by the FCRTA, (ii) changes in laws, rules, regulations, etc. applicable to the services to be provided by Contractor, and/or (iii) wage increases necessary for Contractor to be able to recruit and retain qualified employees as a result of an increase in the minimum wage in the County or surrounding jurisdictions. If the parties are unable to agree on a rate adjustment, then either party may terminate the contract upon 120 days written notice to the other party? Contractor will need price protection for changes requested by the FCRTA, or matters that were not contemplated at the time of Contractor's proposal. FCRTA will not modify the price adjustment clause at this time. The ability to mutually terminate the contract for convenience with 90 days notice allows bidders an "out" should they find a need to exercise it. Regarding this issue, if FCRTA feels that the contractor is not being responsive or acting in good faith, FCRTA reserves the right to terminate the contract and operate the transit system itself.	
119	Miscellaneous	N/A	Vehicle Acceptance Standards: Would the FCRTA consider including Contractor's vehicle acceptance standards as the applicable standard against which all vehicles will be inspected, and include Contractor's vehicle acceptance agreement as an exhibit to the Agreement? Upon delivery of the vehicles to Contractor, the vehicles must be in the same condition as the condition that Contractor is required to maintain. FCRTA is amenable to using a proposer's existing vehicle acceptance standards and forms to evaluate the transitioning FCRTA fleet.	
120	Miscellaneous	N/A	Environmental: Would the FCRTA consider including a provision to make it clear that Contractor is not responsible for any environmental issues or releases of hazardous materials existing on or prior to the Contractor's occupancy of the FCRTA's facilities, or caused by any party other than Contractor? Contractor should not be responsible for existing issues or issues caused by other parties. Yes, this is a reasonable request that will be addressed by FCRTA and the winning bidder during the transition period.	
121	Miscellaneous	N/A	Force Majeure: Would the FCRTA consider including a force majeure provision relieving both parties from performance under the Contract for circumstances beyond their reasonable control (acts of God, war, labor strikes, slowdowns, sick-outs, or other disputes, etc.)? Contractor should be excused from performance for circumstances beyond its reasonable control. The two sections in the RFP (on pages 58 and 76 of RFP) that describe our Force Majeure interpretations ARE indeed our Force Majeure clauses and stand "as is".	
122	Miscellaneous	N/A	Indemnification: Would the FCRTA consider including an indemnification provision - Contractor to be responsible only for claims, damages, etc. caused by Contractor, and exclude claims, costs, or expenses arising from or relating to the FCRTA's active negligence or willful misconduct? For damages resulting from the joint negligence of Contractor and the FCRTA, damages should be apportioned on a percentage of fault basis. This be dealt with during negotiations with winning bidder. It will also be subject to consultation with FCRTA's Legal Counsel and Insurance Provider.	
123	Termination of Contract	18	RFP, Termination of Contract; Sample Contract, Section 11 - Additional Termination Provisions: The RFP states FCRTA may terminate for convenience upon 90 days written notice to Contractor. Contractor should be afforded reasonable time to cure. FCRTA agrees with this request and proposes the following contract language in Section 11: Right to Cure, "FCRTA, in its sole discretion may, in the case of a termination for cause, allow Contractor 30 days in which to cure the defect. In such case, the notice of termination shall state the default requiring cure, the time period in which cure is permitted (30 days) and other appropriate conditions." But there needs to be consideration of litigation due to negligence. This is subject to negotiation with winning bidder. Regarding this issue, if FCRTA feels that the contractor is not being responsive or acting in good faith, FCRTA reserves the right to terminate the contract and operate the transit system itself.	
124	1.1.1	22	RFP, Project Overview, Section 1.1.1 - Term of Contract; Sample Contract, Art. 11 - Additional Termination Provisions: The RFP states that the Contract may be extended unilaterally for up to four additional one-year terms. Would the FCRTA consider revising to provide that the parties must mutually agree to any contract extensions? Extension of the agreement should require mutual agreement. FCRTA rejects this request in accordance with FTA & Caltrans guidelines.	
125	1.1.2	23	RFP, Project Overview, Section 1.1.2 - Funding Availability: Contractor will have contract termination (e.g. vehicle and real estate lease termination) obligations and employment termination obligations as required by law (e.g. WARN Act notifications). FCRTA has no response.	
126	1.2.3.1	24	RFP, Project Overview, Section 1.2.3.1 - Compliance with Federal Transit Employee Protections; FTA Provisions, Section 18 - Transit Employee Protective Agreements; Sample Contract, Section 18: The RFP states Would the FCRTA consider revising to provide that the FCRTA will be administratively and financially responsible for 13(c) obligations? Contractor is obligated to bargain collectively with any union representing its employees, and to comply with the terms and conditions of the CBA it enters into with such union. Contractor should be responsible only for its obligations to bargain collectively with any union representing employees, but should not be responsible for other 13(c) claims against the FCRTA or the prior contractor. FCRTA has no response.	

127	2.1.3	36	<p>RFP, Project Overview, Section 2.1.3 - Adjustments to Service; Sample Contract, Art. V - Contract Changes: The RFP states that FCRTA may adjust service at any time. If actual revenue hours fall below 90% or exceed 120% FCRTA may negotiate a revised rate. FCRTA may at any time make changes within the scope of the Agreement. Would the FCRTA consider revising to require the agreement of both the FCRTA and Contractor for all revisions to the Agreement, and extend period for which Contractor make seek an adjustment (see price adjustment above)? One party to a contract should not have the unilateral ability to change the terms of the contract. It is possible to add text saying that "significant changes to the agreement, beyond reductions lower than 90% of baseline revenue hours, or increases beyond 120% of baseline revenue hours, plus other potential changes, including but not limited to changes in staffing levels, facility leases, parts pass-through, insurance provision, and other unforeseen changes will require the agreement of both parties to the contract."</p>	
128	2.2.1	38	<p>RFP, Project Overview, Section 2.2.1 - Qualifications/Standards: The RFP states that operators may not have a history of felony convictions. Would the FCRTA consider revising to provide that Contractor will conduct individual assessments of each applicant/employee in accordance with applicable state and federal laws? Contractor will make individualized assessments of applicants with criminal histories, but believes automatic disqualification of applicants based on "any felony" violates federal law. Specifically, the U.S. Equal Employment Opportunity Commission (the "EEOC") has determined that automatically disqualifying applicants based on criminal history may violate Title VII of the Civil Rights Act of 1964. The EEOC's enforcement guidance is found at: http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm FCRTA removes its requirement that no operators will have a history of felony convictions. FCRTA will not violate any State or Federal laws based on felony convictions. FCRTA will instead require "that Contractor will conduct individual assessments of each applicant/employee in accordance with applicable state and federal laws". FCRTA advises that much consideration and discretion needs to be used by the contractor when assessing employees qualifications in terms of all DMV-related driving records and certifications.</p>	